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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

DISTRICT FOREST OFFICE, BANGALORE.

Notification No. 1155, *dated the* 1*st February* 1927.

It is hereby notified for general information that the District Forest Office, Bangalore, has been shifted to the celler rooms of the South wing of the New Public Offices, Cenotaph Road, Bangalore, as per Government Order No. I. C. 7769-73—Ft. 107-24-12, dated 10th May 1926.

P. KRISHNASWAMI RAO,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 25th January 1927.

It is hereby notified for general information that the exclusive right of collecting lime stone from the Kudrekanve State Forest and its extension, Hiriyur Range, during the current year ending 30th June 1927 will be sold by public auction by the District Forest Officer, Chitaldrug, or by the Range Officer, Hiriyur, on the 25th February 1927 at 2 P.M. at Huliyar Camp (Tumkur District) subject to the following conditions:—

1. Each bidder should either deposit a sum of Rs. 200 in currency notes as Earnest or the probable value of the produce as estimated by the sale conducting Officer, whichever is less, before the sale commences for being allowed to bid thereat. This will, however, be returned to the unsuccessful bidders after the close of the sale.

2. The bidder should produce a certificate from the Amildar of the Taluk in which he resides, in regard to his solvency and its extent, before he is permitted to bid.

3. The successful bidder shall, immediately after the close of the sale, credit into the Government Treasury the full sale amount inclusive of the deposit already made, together with Local, Railway and Education cesses, on the entire lease amount, at the rates prevailing in the District.

4. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result

to Government by it. But he will have no claim to any surplus occurring therefrom. In the case of any loss to Government thereby this amount shall be recoverable as an arrear of land revenue.

4. Within fifteen days of the intimation of the sanction of the sale, the purchaser shall execute an agreement on a stamped paper, of proper value procured at his own cost embodying the conditions noted below :—

(*a*) The lessee, his maistries or servants shall not unnecessarily cut or injure any tree, in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the District Forest Officer. If any sub-lessees are approved such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee, must take a permit from the Range Forest Officer, before they enter the State Forest.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease, and permit the inspection of such accounts by any Forest Officer, of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each load must be covered by a pass. The licenses and passes which will be in books shall be obtained from the Range Officer and will have a seal of the District Forest Office, impressed thereon. Duplicate copies of these will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and a fresh supply obtained, if necessary.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forest in which they may be working, and render prompt assistance in extinguishing such fires, as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Forest before the 30th June 1927, all the produce collected and stored under the terms of the lessee.

(*j*) Nither the lessee or sub-lessee nor his employees shall enter the State Forests either before Sunrise or after Sun-set.

(*k*) No damage will be caused to the trees or any Forest growth in the State Forest while collecting the produce. Any such damage will be assessed by the Forest Range Officer, and this when approved by the District Forest Officer shall hold good the District Forest Officer's decision in the assessment of damages being final. All damages ordered under this rule will be recovered if necessary from the Security Deposit of the lessee.

(*l*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

(*m*) The lessee will furnish one-fourth of the sale amount as security for the fulfilment of his contract which will be in the shape of Government savings bank account pledged in favour of District Forest Officer.

5. In the event of the breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold, at the risk of the original purchaser, who will be liable for any loss which will be recoverable as an arrear of land revenue, but shall not participate in any profits.

C. H. EAGLES,
District Forest Officer.